

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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BRUCE TREZEVANT,

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

Plaintiff,

-against-

09 CV 475 (BMC)

THE CITY OF NEW YORK, DETECTIVE ALBERT
JACKSON, shield #3573, DETECTIVE CHARLES
STEWART, shield # 2387,

Defendants.

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WHEREAS, plaintiff commenced this action by filing a complaint on or about February 3, 2010, alleging that defendants violated his constitutional rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below:

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. This above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Bruce Trezevant the total sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorney's fees. In consideration for the

payment of this sum, plaintiff agrees to dismissal of all the claims against the City of New York and the individually named defendants, and to release all defendants, and any present or former employees or agents of the City of New York, from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and Plaintiff's Affidavit of Status of Liens.

4. Nothing contained herein shall be deemed to be an admission by the City of New York that it has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
April 27, 2010

Richard Cardinale, Esq.
Attorney for Plaintiff
26 Court Street, Suite 1815
Brooklyn, New York 11242
(718) 624-9391

By:



Richard Cardinale, Esq. (RC 7507)

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendant City
100 Church Street
New York, N.Y. 10007
(212) 788-0899

By:



Stuart E. Jacobs (SJ 8379)

SO ORDERED:

U.S.D.J.